

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

**ACCURIDE ERIE L.P., a limited
partnership,**

Plaintiff/Counterclaim Defendant

v.

**INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE, AND
AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, LOCAL
1186, a voluntary unincorporated
association,**

Defendant/Counterclaim Plaintiff.

Case No. 05-CV-169 Erie

Judge Sean J. McLaughlin

[Electronically Filed]

**DEFENDANT/COUNTERCLAIM PLAINTIFF UAW'S RESPONSE TO
PLAINTIFF/COUNTERCLAIM DEFENDANT ACCURIDE'S
CONCISE STATEMENT OF FACTS**

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted
5. Admitted.
6. Denied that the alleged facts are supported by the document cited.
7. Denied that the alleged facts are material.

8. Denied that the alleged facts are material.
9. Denied that the alleged facts are material.
10. Denied that the alleged fact is material.
11. Denied that the alleged fact is material.
12. Denied that the alleged facts are material.
13. Denied that the alleged fact is material.
14. Denied that the alleged facts are material.
15. Denied that the alleged facts are material.
16. Denied that the alleged facts are material.
17. Denied that the alleged facts are material.
18. Denied that the alleged facts are material.
19. Denied that the alleged facts are material.
20. Denied that the alleged facts are material.
21. Denied that the alleged fact is material.
22. Admitted that a new collective bargaining agreement was reached effective September 1, 2003, and that it contained different provisions than the prior collective bargaining agreement.
23. Admitted.
24. Admitted that Article 32 is entitled "Benefits," and that the language of that provision is found on page 22 of the 2003 collective bargaining agreement.
25. Admitted.
26. Admitted.

27. Admitted that paragraph 22 of the MOS is headed “Transitional Issues,” and that the quoted language is a *partial* excerpt of that paragraph.
28. Denied. The citation provided does not support the alleged facts.
29. Denied that the alleged facts are material.
30. Denied that the alleged facts are material.
31. Denied that the alleged facts are material.
32. Denied that the alleged facts are material.
33. Admitted that the parties met on May 13 and 14, 2004, but denied that the nature and substance of those meetings is material.
34. Admitted that the Union filed a grievance on June 8, 2004 protesting the Company’s failure to permit certain employees to enroll in its health and life insurance programs.
35. Admitted that the Company denied the Union’s June 8, 2004 grievance, and that the quoted language was provided in a written answer to the Union.
36. Admitted.
37. Admitted.
38. Admitted that the parties selected Arbitrator Creo to hear the grievance and that his authority was governed by the collective bargaining agreement.
39. Admitted that a hearing was held before Arbitrator Creo and that his “Opinion and Award” provides detailed summaries of the parties’ positions.
40. Denied.
41. Admitted that the Award issued on April 26, 2005, admitted that the remaining fact was alleged in the complaint.

42. Admitted that Arbitrator Creo's "Discussion and Findings" are found at pages 20-21 of the "Opinion and Award."
43. Admitted that Arbitrator Creo's "Discussion and Findings" are found at pages 20-21 of the "Opinion and Award."
44. Admitted that Arbitrator Creo's "Discussion and Findings" are found at pages 20-21 of the "Opinion and Award."
45. Admitted that Arbitrator Creo found that the grievance was timely.
46. Admitted that Arbitrator Creo's "Discussion and Findings" are found at pages 20-21 of the "Opinion and Award."

Respectfully submitted,

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